

The Honorable Marc L. Barreca
Chapter 11
Hearing Date: March 12, 2019
Hearing Time: 10:00 a.m.
Hearing Location: Seattle, Room 7106

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re

NATURAL MOLECULAR TESTING
CORPORATION,

Debtor.

Case No. 13-19298 MLB

SUPPLEMENTAL DECLARATION OF
MARK CALVERT REGARDING MOTION
FOR ENTRY OF JUDGMENT

I, Mark Calvert, declare as follows:

1. I am a citizen of the United States of America over eighteen (18) years of age and I am competent to make this declaration, which is based upon my personal knowledge.

2. I am the Court-appointed Chapter 11 Trustee (the "Trustee") for Natural Molecular Testing Corporation (the "Debtor") in this matter. I make this Declaration in further support of the Motion to Enforce Judgment and related briefing, and in direct response to statements made by attorney Lawrence Cock on the record at the hearing held before this Court on March 12, 2019 at 10:00 a.m. (the "Hearing").

3. At the Hearing, Mr. Cock stated that I acted inequitably by entering into the Settlement Agreement with his client Beau Fessenden by circumventing Mr. Cock as his attorney and "going behind [his] back." Upon questioning from the Court, Mr. Cock

SUPPLEMENTAL DECLARATION OF
MARK CALVERT – 1

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1 acknowledged that neither he nor his client believed that the Settlement Agreement was
2 unenforceable or otherwise invalid; in fact, they want additional benefits of the Settlement
3 Agreement. I find it offensive that I am accused of acting inequitably.
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6 4. Mr. Fessenden and I and our respective attorneys negotiated the terms of a
7 settlement agreement over many months in 2015. The bankruptcy estate expended
8 significant legal costs in negotiating and documenting a settlement agreement during this
9 time, with Mr. Cock heavily involved. Ultimately, those negotiations terminated in early
10 July 2015 when Mr. Fessenden failed to sign any version of the settlement agreement.
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13 5. After more than a year, further discussions were initiated by Mr. Fessenden
14 in August 2016. The impetus for his re-engaging was that Redmond Funding, the first
15 position secured lender on the Orondo Property, scheduled a non-judicial foreclosure for the
16 vacation home in eastern Washington for September 2016. Mr. Fessenden requested that I
17 release the estate's interest in his anticipated tax refund so that he could payoff Redmond
18 Funding and stop their foreclosure. Attached hereto as Exhibit A are true and correct copies
19 of emails exchanged among myself, Beau Fessenden and Scott Harlan of Redmond Funding.
20 I agreed to allow him to use the tax refund to pay off Redmond Funding to allow him time to
21 market and sale the home in more of a controlled fashion over time thereby maximizing the
22 proceeds and the recovery. As such, we needed an agreement that spelled out the terms for
23 the sale of his vacation home in eastern Washington and his primary residence. Thus, we
24 reached an overall settlement that addressed all issues and he was able to use the tax refund
25 to pay off Redmond Funding which was his primary concern at the time.
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28 6. Mr. Fessenden requested that I deal directly with him and not get the
29 attorneys involved to save some money since Mr. Fessenden already had large unpaid legal
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SUPPLEMENTAL DECLARATION OF
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1 bills, and Mr. Cock had already negotiated the prior version of the Settlement Agreement on
2 which the final version was based.
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5 7. To the best of my knowledge, once informed of the Settlement Agreement,
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7 Mr. Cock never raised an objection to the settlement on any grounds before this Court or the
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9 District Court, whether on my motion to approve the Settlement Agreement or otherwise.
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11 Therefore, I believe Mr. Cock's statements to the court that I acted inequitably or
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13 unethically or went behind anyone's back are false and intended to mislead the court as to
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15 what really transpired.
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18 **I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE**
19
20 **UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND**
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22 **CORRECT.**
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26 DATED this 15th day of March, 2019, at Seattle, Washington.
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28
29 /s/ Mark T. Calvert
30 Mark T. Calvert
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